



20240624/2/TF

COPYTRACK GmbH • Dresdener Straße 31 • 10179 Berlin

ÉRKEZETT

2024 JÚN 24.

T G Health Kft.
Ostrom u. 16.
1015 Budapest
Ungarn

COPYTRACK GmbH

Bank: Deutsche Bank

IBAN: DE65 1007 0124 0049 7149 02

BIC: DEUTD EDB 101

Datum 17.06.2024

Kunde 1000973462

Invoice CTR202418243

Contractual Penalty

Dear Sir or Madam,

the COPYTRACK GmbH demands from you a contractual penalty in accordance with Point 5.3 & 5.4 of the General Conditions for Image Users.

Our Reference: 25E7AB-V

Invoice CTR202418243

The invoice date coincides with the time of supply

Pos	Item-no.	Description	Quantity	Unit price	Amount
1		Contractual penalty according to our General Terms and Conditions	1	960,00	960,00 €
Total amount					960,00 €

Payable within 7 days (by 24.06.2024) with deduction of 10% discount (payment amount = 864,00 €). By 08.07.2024 without deduction.

Please transfer the total amount not later than 08.07.2024 to the following account, quoting your invoice number:

Beneficiary: COPYTRACK GmbH
Bank: Deutsche Bank AG, Taunusanlage 12, 60325 Frankfurt am Main, Germany
IBAN: DE92 1007 0124 0049 7149 01
BIC/SWIFT: DEUT DED B101

T&G Health Kft.

Ostrom u. 16.

1015 Budapest
Hungary

Postanschrift:
COPYTRACK GmbH
Saarbrücker Str. 18
10405 Berlin
Deutschland

E-Mail: case@copytrack.com
Telefon: +49 30 809 33 29 10
Telefax: +49 30 809 33 29 99

Berlin, 2024-06-17

Our reference: 25E7AB-V

Dear Sir or Madam,

You reached a settlement with us on 2023-07-15 for the payment of compensation for the following image(s).



https://www.allergiakozpont.hu/templates/allergiakozpont.hu/fileok/napallergia_fenyerkennyseg_borgyogyaszat.jpg

Unternehmenssitz:
COPYTRACK GmbH
Dresdener Straße 31
10179 Berlin

Handelsregister:
Amtsgericht
Berlin-Charlottenburg
HRB 173269 B

Geschäftsführer:
Marcus Schmitt

USt.-ID: DE30546614

Registrierter Inkassodienstleister
nach § 10 Abs. 1 Nr. 1 RDG

Rechtsdienstleistungsregister:
Aktenzeichen 7525 G 1 KG 02/16,
Kammergericht Berlin

In the course of this settlement, we granted you the time of 14 days to remove the image completely and thus ensure that it is no longer publicly available. The above-mentioned image is still accessible on the relevant web server at the specified URL. Therefore, the contractual penalty is justified, and the claim is now due.

Sections 5.3 and 5.4 of our General Terms and Conditions for Image Users (<https://www.copytrack.com/general-terms-and-conditions-for-image-user/>).

There it is expressly stated:

"5.3 The amicable settlement does not grant any authorization for further use of the images. The image user is obliged to delete all copies



of the images in his possession and to cease making them publicly available. This also includes the deletion of indexes or storage by search engines (e. g. Google cache) or the serious effort to do so. Public access is also possible if the image can be retrieved by entering a URL.

5.4 The image user must comply with the obligations under clause 5.3 within a period of 14 days after the conclusion of the settlement. If the image user continues to use the images after the expiry of this period or if he has not deleted all copies, he is obliged to pay COPYTRACK a contractual penalty of 3 times the settlement amount for each case of culpable infringement. Further claims of the copyright holder and COPYTRACK remain unaffected."

Please stop the further use of the picture immediately; by continuing to use the image you are infringing upon the copyrights of the author/rightsholder.

The amount of the contractual penalty is 3 times the settlement value. In this case, it is **960 €** Euro. If the image continues to be used after the deadline has expired. A corresponding invoice for the contractual penalty will be handed over.

Please transfer the total amount of **960 €** to our account, quoting the invoice number by **2024-07-08**.

If you pay within 7 days, we will give you 10% discount as shown on the invoice.

Recipient: COPYTRACK GmbH
Bank: Deutsche Bank
IBAN: DE92 1007 0124 0049 7149 01
BIC/SWIFT: DEUT DED B101

We would like to stress at this point that we expressly reserve the right to claim further damages in the event that we can determine that you are continuing to use the above mentioned image without possessing a valid license for its use.

Best regards,

Marcus Schmitt

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Deutschland

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Telefax: +49 30 809 33 29 99

Unternehmenssitz:
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10179 Berlin

Handelsregister:
Amtsgericht
Berlin-Charlottenburg
HRB 173269 B

Geschäftsführer:
Marcus Schmitt

USt-ID: DE305466114

Registrierter Inkassodienstleister
nach § 10 Abs. 1 Nr. 1 RDG

Rechtsdienstleistungsregister:
Aktenzeichen 7525 G 1 KG 02/16,
Kammergericht Berlin